

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

GARY ZIERKE, JR.,

Plaintiff,

V.

KOREY L. REIMAN, Reiman Law Firm,

Defendant.

CASE NO. 4:11CV3177

MEMORANDUM AND ORDER

This matter is before the court on its own motion. On October 17, 2011, Plaintiff filed his Complaint along with a Motion for Leave to Proceed In Forma Pauperis (“IFP”). (Filing Nos. [1](#) and [3](#).) However, due to certain technical defects, the Complaint cannot be further processed until such defects are corrected. To assure further consideration of the Complaint, Plaintiff must correct the defect listed below. **FAILURE TO CORRECT THE DEFECT WILL RESULT IN DISMISSAL OF THE COMPLAINT.**

Plaintiff did not include a copy of his prison trust account statement with his IFP Motion. See [28 U.S.C. § 1915\(a\)\(2\)](#), (requiring a “prisoner seeking to bring a civil action . . . without prepayment of fees” to “submit a certified copy of the trust fund account statement (or institutional equivalent) for the prisoner for the 6-month period immediately preceding the filing of the complaint . . . , obtained from the appropriate official of each prison at which the prisoner is or was confined”). Accordingly, Plaintiff shall have until February 17, 2012, to either tender the \$350.00 fee to the Clerk of the court or submit a prison trust account statement in accordance with [28 U.S.C. § 1915\(a\)\(2\)](#).

IT IS THEREFORE ORDERED that:

1. Plaintiff is directed to correct the above-listed technical defect in the Complaint on or before **February 17, 2012**; and

2. Failure to comply with this Memorandum and Order will result in dismissal of this matter without further notice.

DATED this 25th day of January, 2012.

BY THE COURT:

s/Laurie Smith Camp
Chief United States District Judge

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